

RCTV CHANNEL 76 PROGRAM PROVIDER ACCESS AGREEMENT

Program Title: _____

Producer Name and Address: _____

Phone: _____

Type of RCTV Use: ☐ channel access ☐ studio ☐ equipment ☐ editing

Program type: ☐ non-series ☐ series (this agreement covers entire series)

Produced in Rye: ☐ yes ☐ no if “no” is checked the following information is required:

Rye resident/sponsor name: _____

Legal address: _____

Telephone number: _____

Channel time requested: ☐ 15 min. ☐ 30 min. ☐ 60 min. ☐ other _____

Brief description of program:

Does the program contain material that may be deemed offensive to younger audiences?

☐ yes ☐ no (to help determine playback time)

I, the undersigned warrant and represent to Rye Community Television (RCTV), that the above program submitted by me contains none of the following:

1. any material which violates state or federal law relating to obscenity
2. any material which is libelous, slanderous, or unlawful invasion of privacy
3. any advertising, or material which promotes any commercial product or service
4. any material which violates copyright law
5. any material contrary to local, state, or federal laws or regulations
6. any material which appeals for funds (may not apply to some 501 (c) 3 not-for-profit organizations
7. any material contrary to RCTV’s rules and procedures

These warranties and representations are made by me in order that this (these) program (s) be cablecast free of charge on the City of Rye’s community access channel. I agree further to indemnify and save harmless RCTV, the RCTV staff, the Rye Cable Television Committee, the City of Rye, Cablevision, Inc. and any of their employees, officers, Boards of Directors, or stockholders, from any and all claims, demands, damages or other liabilities which may be against or arise from the cable casting of the program (s) submitted by me whether or not the program (s) have been reviewed by RCTV prior to cablecast. I further agree to pay or reimburse RCTV, the City of Rye, and/or Cablevision, Inc. and its parent companies, all legal fees and expenses incurred in connection with any legal claim or proceeding concerning the cablecast of this (these) program(s), as such legal fees and expenses arise. I am aware that section 639 of the Federal Communications Policy Act of 1994 provides that

“Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more that \$10,000 or imprisoned not more than 2 years, or both.”

I have read and understand, and agree to abide by the RCTV Channel 76 Policies and Procedures

Signature of producer/local sponsor : _____ Date _____

- ◆ Programs must be delivered to the Production Coordinator at least one week prior to the cablecast date
- ◆ Proof of residency, employment, or membership in an organization, in the City of Rye may be required for access
- ◆ RCTV reserves the right to maintain a copy of the program(s) covered by this agreement for archival purposes
- ◆ A copy of RCTV’s rules and procedures is available upon request

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made and entered into this ____ day of _____ 2004 by and between Rye Community Television (hereinafter referred to as 'RCTV') at City Hall, Rye, New York 10580 and _____ who resides _____ (hereinafter referred to as the "Producer").

WITNESSETH:

WHEREAS, the Producer wishes to use the RCTV facilities, equipment and channel space; and

WHEREAS, the Producer has represented to RCTV that based upon the Producer's experience, the Producer is a certified user of RCTV's facilities and equipment; and

WHEREAS, the Producer as a condition to using RCTV's facilities and equipment has agreed to indemnify and hold harmless those persons and entities as hereinafter set forth from any damages or liability that may arise as a result of the Producer's use of RCTV's facility and/or equipment;

NOW THEREFORE, in consideration of the covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

FIRST: DEFENSE AND INDEMNIFICATION

To the extent permitted by law and as a condition of the use of RCTV's facilities and equipment, the Producer does hereby undertake and agree to at all times defend, indemnify, protect, save harmless and exempt the City of Rye, the City Manager, the Council/Franchising Authority, the Rye City School District, the Rye Cable Television Committee, as well as their officers, agents, servants and employees and their non-paid voluntary members (hereinafter collectively referred to as the "Indemnified Party") from any and all liabilities, obligations, taxes, penalties, fines, claims, lawsuits, judgments, settlements, compromises, deficiencies, losses, costs, expenses and/or assessments including without limitation the costs of arbitration, litigation and reasonable attorneys' fees, consulting fees, expert witness fees, damages or charges arising out of claims, suits, arbitration proceedings, demands, causes of action, settlements or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity (hereinafter collectively referred to as "Damages") which might be claimed now or in the future, which may arise out of or be caused by the use of the RCTV facilities and/or equipment by the Producer, his/her agents or employees, contractors, subcontractors, independent contractors or implied or authorized representatives.

SECOND: NOTIFICATION

All claims by any Indemnified Party shall be asserted and resolved in accordance with the following provisions. If any claim or demand for which the Producer as the Indemnifying Party would be liable to an Indemnified party is asserted against or sought to be collected from such Indemnified Party by a third party, said Indemnified Party shall with reasonable promptness notify in writing the Producer as the Indemnifying Party of such claim or demand stating with reasonable specificity the circumstances of the Indemnified Party's claim for indemnification; provided, however, that any failure to give such notice will not waive any rights of the Indemnified Party except to the extent the rights of the Producer as the Indemnifying Party are actually prejudiced. After receipt by the Producer as the Indemnifying Party of such notice, then upon reasonable notice from the Indemnifying Party to the Indemnified Party, or upon the request of the Indemnified Party, the Producer as the Indemnifying Party shall defend, manage and conduct any proceedings, negotiations or communications involving any claimant whose claim is the subject of the Indemnified Party's notice to the Producer as the Indemnifying Party as set forth above, and shall take all actions necessary, so as to enable the claim to be defended against or resolved without expense or other action by the Indemnified Party. Legal counsel shall be immediately retained by the Producer as the Indemnifying Party to represent the Indemnified Party. The selection of legal counsel to represent the Indemnified Party shall be mutually agreed upon by the Indemnified Party and the Producer as the Indemnifying Party.

Upon request of the Indemnifying Party, the Indemnified Party, to the extent it may legally do so and to the extent that it is compensated by the Indemnifying Party for any out-of-pocket costs and expenses thereby incurred shall:

a. Take such action as the Indemnifying Party may reasonably request in connection with such action;

- b. Allow the Indemnifying Party to dispute such action in the name of the Indemnified Party and to conduct a defense to such action on behalf of the Indemnified Party; and
- c. Render to the Indemnifying Party such assistance as the Indemnifying party may reasonably request in connection with such dispute and defense.
- d. The Indemnifying Party shall pay to the Indemnified Party by certified check the amount of any Damages to which the Indemnified Party may become entitled by reason of the provisions of this Section SECOND, such payment to be made within ten days after such Damages are finally determined either mutual agreement of the parties hereto or pursuant to the final unappealable judgment of a court of competent jurisdiction, it being understood by the parties that if an appeal is taken from any judgment, such appeal shall be made at the sole cost and expense of the Indemnifying Party including the cost of posting any bond for such appeal.

THIRD: NON-WAIVER

No action or omission by RCTV, its successors or assigns, or by the Producer shall constitute a waiver of any of the covenants, warranties or representations, unless such waiver shall be executed in writing by the party for whose benefit such covenant, warranty or representation is included in this Indemnification Agreement.

FOURTH: OTHER DOCUMENTS

The parties shall execute such other documents as may be necessary for the implementation and consummation of this Indemnification Agreement.

FIFTH: MISCELLANEOUS

In the event litigation or arbitration ensues as a result of the terms and conditions of this Indemnification Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs.

SIXTH: LAWS TO GOVERN

This Indemnification Agreement, and all other documents relating hereto shall be governed by and construed in accordance with the Laws of the State of New York.

SEVENTH: NOTICES

All necessary notices, demands and requests required or permitted to be given under the provisions of this Indemnification Agreement shall be deemed duly given if mailed by Certified Mail Return Receipt Requested or an overnight delivery service which retains records confirming receipt and addressed as follows:

A. If to be given to **RCTV:**

Mr. Jim Kenny
Rye Community Television
City Hall
Rye, New York **10580**

With a Copy to:
City Manager’s Office
City Hall
Rye, New York 10580

B. If to be given to Producer:

Any party may change his, her or its address by serving notice upon the other party as provided for herein.

EIGHTH: ENTIRE AGREEMENT

This Indemnification Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and may be modified and amended only by a writing signed by the parties.

NINTH: HEADINGS

The headings of the paragraphs of this Indemnification Agreement are for the convenience of reference only and do not form a part thereof and in no way modify, interpret or construe the meanings of the parties.

TENTH: COUNTERPARTS

This Indemnification Agreement may be signed upon any number of counterparts with the same effect as if the signature to each were upon the same agreement. Execution of this Indemnification Agreement by Facsimile transfer shall be the equivalent of original execution.

ELEVENTH: SEVERABILITY

In the event any provision or phrase of this Indemnification Agreement is determined by a court of law of competent jurisdiction to be unenforceable or in violation of the Law, such determination shall not invalidate the balance of this Indemnification Agreement or any of its parts or phrases which shall remain in full force and effect. If any part of this Indemnification Agreement may be adjudged unenforceable or in violation of the law, this Indemnification Agreement shall be considered divisible as to such provisions and the remainder of the Indemnification Agreement including its parts and phrases shall be valid and binding upon the parties as though such provisions were not included therein.

IN WITNESS WHEREOF the parties hereto have caused this Indemnification Agreement to be signed the day and year first above written.

RYE COMMUNITY TELEVISION

BY:_____

_____, **Producer**